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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 EMPLOYEE PAINTERS' TRUST
11 HEALTH AND WELFARE TRUST
12 FUND,

13 Plaintiff,

14 v.

15 GUS TORRES, et al.,

Defendants.

CASE NO. C08-0785JLR

ORDER DENYING WITHOUT
PREJUDICE PLAINTIFF'S
MOTION FOR RENEWAL OF
JUDGMENTS

16 Before the court is Plaintiff Employee Painters' Trust Health and Welfare Fund's
17 ("the Trust") motion for renewal of judgments. (Mot. (Dkt. # 22).) The Trust seeks 10
18 additional years in which to execute judgments the court previously entered against
19 Defendants Gus Torres and Jane Doe Torres, husband and wife and the marital
20 community comprised thereof, d/b/a ABZ Painting ("Defendants"). (See 10/15/08 J.
21 (Dkt. # 16) at 2 (awarding the Trust default judgment against Defendants in the amount
22 of \$9,530.76 for unpaid contributions); 10/23/08 J. (Dkt. # 18) at 2 (awarding the Trust

1 default judgment against Defendants for audit fees and attorneys' fees in the amount of
2 \$5,532.13).)

3 In reviewing the Trust's motion and supporting materials, the court identified
4 multiple errors. First, the Trust states in its motion that the balance on the October 23,
5 2008, judgment is \$5,532.13, and that interest on that judgment now amounts to \$217.14.
6 (Mot. at 2.) Yet, the Trust also states that the "total second judgment balance with
7 interest" is \$6,221.94 (*id.*)—an amount that exceeds the total of \$5,532.13 and \$217.14
8 by several hundred dollars.

9 Moreover, the court identified discrepancies between the numbers set forth in the
10 Trust's motion and the declaration of Michael Urban, the Trust's attorney. (*See* Urban
11 Decl. (Dkt. # 22-1).) Mr. Urban attests in his declaration that post-judgment interest on
12 the October 23, 2008, judgment totals \$689.81, an amount that does not appear in the
13 motion itself. (Urban Decl. ¶ 9; *see generally* Mot.) Additionally, Mr. Urban's
14 declaration asserts that with respect to the October 23, 2008, judgment, the Trust is owed
15 a balance of \$5,532.13, post-judgment interest in the amount of \$689.81, and interest on
16 liquidated damages and prejudgment interest in the amount of \$217.14, "for a total
17 Second Judgment balance of \$6,221.94." (*Id.*) Yet when added together, these amounts
18 total \$6,439.08, not \$6,221.94. Finally, the court attempted to reconcile Mr. Urban's
19 declaration with the table provided in Exhibit 3 (*see* Urban Decl. ¶ 9, Ex. 3) but was
20 unsuccessful. The court declines to perform for the Trust the task of locating evidentiary
21 support for its motion. *See Indep. Towers of Wash. v. Washington*, 350 F.3d 925, 929

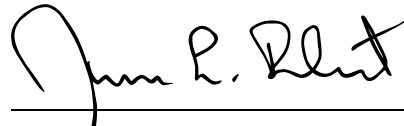
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1 (9th Cir. 2003) (“[J]udges are not like pigs, hunting for truffles buried in briefs.”)
2 (quoting *United States v. Dunkel*, 927 F.2d 955, 956 (7th Cir. 1991)).

3 These errors undermine the court’s confidence in the accuracy of the Trust’s
4 submissions. Thus, the court directs the Trust to correct the errors or provide a detailed
5 explanation as to why the identified deficiencies are not, in fact, errors. The court also
6 directs the Trust to scrupulously review its entire submission for accuracy prior to refiling
7 an amended motion for renewal of judgments.

8 Based on the foregoing analysis, the court DENIES the Trust’s motion for default
9 judgment (Dkt. # 22) WITHOUT PREJUDICE to refiling with the corrections discussed
10 herein. The court ORDERS the Trust to refile an amended motion for renewal of
11 judgments within fourteen (14) days of the date of this order.

12 Dated this 2nd day of November, 2018.

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15 The Honorable James L. Robart
16 U.S. District Court Judge
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